IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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Date of decision: 17.09.2018

FAO 5250 of 2018 (O&M)

National Insurance Company Limited .... *Appellant*

Versus

Sanjay and others ....*Respondents*

FAO 5252 of 2018 (O&M)

National Insurance Company Limited .... *Appellant*

Versus

Urmila Devi and others ....*Respondents*

Coram: **Hon'ble Mrs. Justice Rekha Mittal**

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Present: Mr. Harjinder Singh, Advocate
for the appellant

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Rekha Mittal, J. (Oral)

CM 19713 CII of 2018 in FAO 5250 of 2018

Counsel for the applicant/appellant would state that though in the application, there is reference to Order 41 Rule 27 of Code of Civil Procedure (in short, 'CPC'), as a matter of fact, the application was intended to be filed under Section 151 CPC and may be read as such because the documents Annexures 'A' and 'B' sought to be placed on record are already marked as exhibits before the Tribunal.

In view of the above, the aforesaid application shall be treated as an application under Section 151 CPC only.

Heard.

Allowed as prayed for. Annexures 'A' and 'B' are taken on record.

Disposed of accordingly.

Main case

This order will dispose of FAO 5250 and 5252 of 2018 as identical questions of law and fact are involved for adjudication. However, for facility of reference, facts are being taken from FAO No. 5250 of 2018.

The sole submission made by counsel for the appellant-insurance company is that as Jung Singh, driver of vehicle bearing registration No. HP-64-2459 i.e. the offending vehicle was not holding a valid licence on the day of occurrence i.e. 05.08.2016, findings of the Tribunal on issue No. 4 in respect of the driving licence are liable to be set aside and resultantly, the insurance company is entitled to have right of recovery against the insured after payment of compensation to claimants.

To bring home his contention, it is argued that as per Annexure 'A', licence authorizing Jung Singh to drive a transport vehicle was issued on 25.11.2010 but valid till 24.11.2016. As per Section 14 of the Motor Vehicles Act, 1988, licence to drive a transport vehicle can be issued only for a period of three years. It is argued that the period of three years with effect from 25.11.2010 expired on 24.11.2013 and in absence of renewal of licence to drive a transport vehicle subsequent to 24.11.2013, Jung Singh was not possessing a valid licence to drive the vehicle in question on the day of occurrence.

I have heard counsel for the appellant and perused the paper book particularly the award and documents annexed by the insurance company.

The licence in question has been issued by the Licensing Authority, Gurdaspur. Jung Singh was authorized to drive a transport vehicle from the date of issuance of licence i.e. 25.11.2010 which was valid till 24.11.2016. The insurance company has placed on record a copy of verification report Annexure R1 and as per the said verification report, Jung Singh was given licence to drive transport vehicle with effect from 25.11.2010 valid upto 24.11.2016. Once Jung Singh was authorized by the authority concerned to drive a transport vehicle till 24.11.2016, neither the insurance company can be heard to say that Jung Singh did not possess a valid licence to drive the vehicle in question on the day of occurrence nor to contend that the insured is guilty of violating terms and conditions of the policy entitling the insurance company to press for right of recovery against the insured after payment of compensation to the claimants. In view of the above, I do not find merit in contention of the appellant that findings of the Tribunal on issue No. 4 are erroneous and liable to be set aside.

No other point has been raised.

For the foregoing reasons, the appeals fail and are accordingly dismissed in limine. As the appeals have been decided on merits, applications for condonation of delay are of academic relevance only.

No orders as to costs.

(Rekha Mittal)
Judge

17.09.2018
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Whether speaking/reasoned: Yes/No
Whether reportable : Yes/No